

MINUTES OF MEETING OF APRIL 1, 1925.

The Board of Public Works met in the office of Board of Public Works, Union Trust Building, Baltimore, Md., on April 1st, 1925.

Present:

Albert C. Ritchie, Governor.
William S. Gordy, Jr., Comptroller.
John M. Dennis, Treasurer.

Adjutant General Milton A. Reckord offered to the Board for execution a deed conveying to the Town of Elkton, certain land owned by the State, as authorized by Chapter 275 of the Acts of 1924. The members of the Board executed the deed, a copy of which follows:

*Military
Dept.*

THIS DEED made this 1st day of April, in the year nineteen hundred twenty-five, by Albert C. Ritchie, William S. Gordy, Jr., and John M. Dennis, consisting the Board of Public Works for the State of Maryland, and Milton A. Reckord, Adjutant General of the State of Maryland, witnesseth:

WHEREAS, by Chapter 275 of the Acts of the General Assembly of Maryland of 1924, the Board of Public Works and the Adjutant General of Maryland were authorized to convey to the President and Commissioners of the Town of Elkton a piece of ground at the corner of Bow Street and Railroad Avenue, adjoining the State Armory and owned by the State, but not needed for armory purposes:

AND WHEREAS, for the purpose of carrying out the intent and purpose of the said Acts of the General Assembly these presents are executed.

NOW, THEREFORE, THIS DEED WITNESSETH, that in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, the above named members of the Board of Public Works of Maryland and the Adjutant General of the State of Maryland do hereby grant and convey unto the President and Commissioners of the Town of Elkton all that lot or parcel of ground located and situated in the Town of Elkton and State of Maryland, and more particularly described as follows, to wit:-

BEGINNING for said lot or parcel of land at the intersection of the Eastern boundary line of Bow Street with the Northern boundary line of Railroad Avenue in the Town of Elkton, and running thence North twelve degrees thirty minutes East, along the said Eastern boundary line of said Bow Street one hundred and thirty-six and thirty-four one-hundredths (136.34) feet; thence South ten degrees and fifty minutes East one hundred and twenty-five and nineteen one-hundredths (125.19) feet, to said Railroad Avenue, and thence following the line of said Railroad Avenue South seventy-nine degrees and ten minutes West fifty-four (54) feet to the place of beginning.

TOGETHER WITH THE buildings and improvements thereupon and all and every the rights, roads, alleys, waters, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lot of ground and premises unto and to the use of the said President and Commissioners of the Town of Elkton, in fee simple.

AND the said members of the Board of Public Works and the Adjutant General of the State of Maryland do hereby

covenant that they warrant specially the property hereby granted and conveyed and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of the parties hereto the day and year first above written.

TEST:

Board of Public Works

(Signed) By Albert C. Ritchie,
Governor of the State of Maryland

(Signed) " Wm. S. Gordy, Jr.,
Comptroller of the State of Maryland

Joseph O'C. McCusker. " John M. Dennis,
Treasurer of the State of Maryland

Adjutant General of the State
of Maryland.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY that on this 1st day of April in the year nineteen hundred twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Albert C. Ritchie, Governor of the State of Maryland, William S. Gordy, Jr., Comptroller of the State of Maryland, John M. Dennis, Treasurer of the State of Maryland and Milton A. Reckord, Adjutant General of the State of Maryland, and severally acknowledged the foregoing deed to be their respective act.

AS WITNESS my hand and Notarial Seal.

(SEAL)

(Signed) Joseph O'C. McCusker,
Notary Public.

The following is a copy of agreement signed by the members of the Board relative to the financing of the building of the Cumberland Armory:

March 27th, 1925.

Colonel T. F. Pierce, President,
Liberty Trust Company,
Cumberland, Maryland.

Dear Sir:-

Conforming to your request through General Reckord, the undersigned make the following statement.

WHEREAS The State of Maryland, by act of the Legislature has authorized the sale of bonds in August, 1924, February, 1925 and August 15, 1926, in the total amount of \$250,000, for the purpose of constructing armories;

And, whereas, \$60,000.00 from the proceeds of said bonds to be sold August 15, 1926 has been allotted for the con-

struction of an armory in Cumberland, unless such sum is available at an earlier date from the proceeds of the sale of the State owned property in Baltimore, commonly known as the North Avenue lot;

And, whereas, the Military Department of the State desires to erect the Cumberland armory now and the First and Second National Banks and the Liberty Trust Company, all of Cumberland, Maryland, have agreed to advance not to exceed \$60,000.00 without interest, to the State for this purpose;

Now, therefore, we, the Board of Public Works and the Adjutant General of the State of Maryland do hereby agree to repay the advances of the aforesaid banks for the Cumberland Armory construction in that City, immediately upon receipt of proceeds to this amount from the sale of the North Avenue lot, or the bonds to be sold August 15, 1926, whichever is received first;

And it is further agreed that the Armory Board of Cumberland shall have reasonable use of the Armory without charge, for the purpose of raising locally the necessary amount with which to pay the interest charges. *below **

Mr. Swepson Earle, Commissioner, Conservation Department, explained to the Board the work of the department as to oyster propagation and the lack of funds to carry out his plans for the work. He stated the work would cost \$44,000., of which \$20,000, could be taken care of by the department's budget, and he wanted the approval of the Board to his plans to borrow the balance of \$24,000, explaining that the work would increase the oyster production to the extent of 280,000 bushels, on which a tax of 10¢ a bushel would be collected, so that the money which would have to be borrowed now would be returned to the State through the tax. The Board agreed to the plan.

Mr. Ignatius Bjorlee, Superintendent of the Maryland State School for the Deaf, Frederick, asked the approval of the Board to proposed plans for new Trades Building for the institution, provision for which is made in the General Construction Loan of 1924. Mr. Bjorlee was authorized to ask for bids according to the plans and specifications and was asked to report further to the Board when bids had been received.

Letter from Dr. A. F. Woods, President, University of Maryland, was submitted, asking for payment of \$25,000 available from bonds of the General Construction Loan of 1924, issue of Feb. 15th, 1925, for equipment of the Dairy Building at College Park, which equipment has been installed at a cost of approximately \$24,000. Permission is requested to use the difference of \$600.00 to cover the cost of window screens. The Comptroller was directed to pay the \$25,000 to cover the cost of the equipment and the screen work.

The Commissioner of the Land Office, submitted a petition asking the Board to authorize the laying of a new flooring in the rooms of the Land Office and the painting of the walls and ceiling of said rooms, the funds for the work to be provided by the Board because of lack of funds in the appropriation to the Land Office. Estimates for the work were submitted with the petition and were \$1,348.00 and \$525.00 for floor covering and painting respectively. The Board thought the type of flooring on which the estimate was based too costly and suggested securing prices on linoleum.

The correspondence bearing on the sale of the pro-

* Albert C. Ritchie, Governor,
William S. Gordy, Comptroller,
John M. Dennis, Treasurer,
Milton A. Reckord, Adjutant
General.

*Military
Dept.*

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perty, owned by the State at Maryland and North Avenues, Baltimore, and the formal contract between the State and the purchaser, follows:

ISRAEL SILBERSTEIN

BALTIMORE, MD.

February 16th, 1925.

Hon. Albert C. Ritchie,
Governor of Maryland,
Annapolis, Maryland.

My dear Governor:

On behalf of my clients I offer to purchase the State property at North and Maryland Avenues and Twentieth Street in its entirety for the sum of Three hundred fifty thousand Dollars (\$350,000) in fee, clear of all encumbrances and liens; check for \$10,000 as a first payment is herewith enclosed.

The balance of the purchase money is to be paid as follows:

Twenty-five thousand Dollars (\$25,000) when the title to the property is reported by the Title Guarantee and Trust Company to be clear and merchantable.

Two hundred thousand Dollars (\$200,000) by November 1st, 1925, at which time the lot at the corner 140' on North Avenue by 150' on Maryland Avenue is to be conveyed to my clients, the balance of the purchase price, namely \$115,000 is to be paid on or before March 1st, 1926, at which time a deed for the balance of the property is to be executed to my clients, reserving, however, to my clients the right to anticipate any of the above specified payments. I agree to accept \$10,000 as my commission in the transaction, one-half of which shall be paid to me at the time of acceptance of this offer, the balance when the payment of \$200,000 above mentioned is paid.

Very truly yours,

(Signed) Israel Silberstein, Agt.

February 19, 1925.

Israel Silberstein, Esq.,
402 St. Paul Place,
Baltimore, Maryland.

Dear Mr. Silberstein:

On my return to-day from New York I received your favor of February 16th, relative to the purchase from the State of the North Avenue lot, and also your check to the order of the State Treasurer for Ten thousand (\$10,000.00) dollars, as a first payment. After conferring with the State Treasurer and the State Comptroller, I beg to advise you that the Board of Public Works, on behalf of the State of Maryland, accepts the offer as contained in your letter, and I will request the Attorney General and Mr. McIntosh to prepare such agreement, if any, as they may consider desirable.

Very truly yours,

GOVERNOR.

THIS AGREEMENT, made this 26th day of February, 1925, by and between Albert C. Ritchie, Governor of Maryland, William S. Gordy, Jr., Comptroller of Maryland and John M. Dennis, Treasurer of Maryland, constituting the Board of Public Works of Maryland, hereinafter called the vendors, and Israel Silberstein, hereinafter called the purchaser.

WHEREAS by Chapter 347 of the Acts of the General Assembly of 1918, the Board of Public Works was authorized to sell at public or private sale the entire lot of ground in Baltimore City at the Northeast corner of Maryland Avenue and North Avenue which was acquired by the Fourth Regiment Armory Building Commission in pursuance of Section 9 of Chapter 991 of the Acts of 1914, for the purpose of building an Armory thereon for the Fourth Regiment; and

WHEREAS the vendors hereinafter mentioned, constituting the Board of Public Works of the State of Maryland, believing that the price hereinafter designated is a reasonable price for the said lot of ground, have agreed to sell the same at said price, and this agreement is executed for the purpose of setting forth the terms and conditions of said sale.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That in pursuance of the power vested in them by the aforementioned Act of the General Assembly of Maryland, and in consideration of the sum of \$350,000.00 to be paid as hereinafter specified, the said vendors do hereby agree to sell and by these presents to sell unto the said purchaser all that lot or parcel of ground hereinafter mentioned, situate in Baltimore City, Maryland, at the Northeast corner formed by the intersection of Maryland Avenue and North Avenue, said lot having a frontage on North Avenue of two hundred and forty-five feet (245) more or less and a frontage on Maryland Avenue of three hundred and three feet (303) more or less, a frontage on 20th Street of 230 feet more or less, and comprising all of the land heretofore acquired for the State by the Fourth Regiment Armory Building Commission as a site for the Armory of the Fourth Regiment.

The said purchaser does hereby agree to buy and by these presents does buy from the vendors the aforementioned lot of ground at and for the sum of \$350,000.00, of which the sum of \$10,000 has been paid prior to the execution hereof, receipt whereof is hereby acknowledged by the vendors, and the said purchaser does hereby covenant and agree to pay the balance of the purchase price as follows:

\$25,000 when the title of the property is approved by the Title Guarantee & Trust Company, to be clear and merchantable.

\$200,000 on or before November 1, 1925, at which time the lot at the corner one hundred and forty feet (140) on North Avenue by one hundred and fifty feet (150) on Maryland Avenue will be conveyed by the vendors to the purchaser or such person as may be named by him.

\$115,000 on or before March 1, 1926, at which time the remainder of said property will be conveyed to the purchaser or such person as may be named by him.

The right is hereby reserved unto the purchaser to anticipate any of the above specified payments.

It is further understood and agreed that time is of the essence, and that in the event of the failure of the purchaser to make any of the aforesaid payments in the amounts

and at the times herein specified, this agreement at the option of the vendors shall become null and void, and the payment already made shall be considered as liquidated damages and shall become the absolute property of the State.

It is mutually agreed that the purchaser will pay the Title Guarantee & Trust Company for examining the title to the property, and that the vendor will pay the costs and expenses attached to clearing any defects or impediments which may exist with respect to the title, and will proceed to have such defects, if any, removed within a reasonable time. The usual rules of adjustment to apply with respect to the expense of recording, revenue stamps, if any required, and other expenses incident to the transfer of the title to the property.

The purchaser agrees to promptly engage the Title Guarantee and Trust Company of Baltimore for the purpose of the examination of the title to the aforesaid property.

It is further understood and agreed that the sale herein is made subject to the payment of a commission of \$10,000 by the vendors, payable \$5,000 on the execution hereof and \$5,000 when the payment of the sum of \$200,000 above mentioned is made.

In Witness Whereof the hands and seals of the vendors composing the Board of Public Works of Maryland, and of the said purchaser have been hereunto subscribed.

(Signed) Albert C. Ritchie, (SEAL)
Governor of Maryland.

" William S. Gordy, Jr., (SEAL)
Comptroller of Maryland.

" John M. Dennis, (SEAL)
Treasurer of Maryland
Constituting the Board
of Public Works of Maryland.

Witness

D. G. McIntosh.

" Iseael Silberstein (SEAL)
Purchaser.

For value received, I hereby assign all of my right title and interest in and to the within contract, and the property therein described, to The Shelton Realty Company.

Witness my hand and seal this 26th day of February, 1925.

WITNESS:

D. G. McIntosh.

(Signed) Israel Silberstein
(SEAL)

Check for \$10,000, was accepted and deposited with the Union Trust Company. Payment of \$5,000 to Israel Silberstein under the contract as commission was made.

The following letter of Albert S. Cook, State Superintendent of Education, covers contracts approved by the

Board for work at Bowie Normal School:

March 10, 1925.

Honorable Albert C. Ritchie,
Governor of the State of Maryland,
Annapolis, Maryland.

My dear Governor Ritchie:

In accordance with the detailed figures for the contracts for the Bowie Normal School additions which I presented to you yesterday in person, I am now sending you the following for confirmation by the Board of Public Works.

Lowest Bids

Boys' Dormitory:

Building - Henry L. Mass and Sons.....	\$66,957
Heating - Kirwan Engineering Company.....	6,800
Plumbing - H. L. Black and Son.....	3,302
Electric wiring - Charles A. Russell.....	2,090
TOTAL.....	\$79,149

Girls' Dormitory, Top Story:

Building - Henry L. Mass and Sons.....	\$ 9,900
Heating - Kirwan Engineering Company.....	1,125
Plumbing - H. L. Black and Son.....	760
Electric Wiring - Charles A. Russell.....	240
TOTAL.....	\$12,025

\$91,174

You will note that the total amount of the contract is \$91,174, while the money actually available from the bond issue, including interest that will accrue since the money was placed in the hands of the State Board of Education, will be slightly less than \$91,000. For reasons which I explained to you in person, there will be a balance in one of the State Department of Education's accounts amounting to about \$6,000. It is the intention of the Board to ask you to adjust the budget so that this sum may be transferred to the building fund of the Bowie State Normal School. You expressed to me your willingness to do this so that we are now assured of sufficient funds to complete the building projects mentioned above. We have allowed sufficient money in the Bowie budget for the next two years to furnish these buildings.

Sincerely yours,

(Signed) Albert S. Cook,
State Superintendent.

The following letters of January 10, 1925 and March 13, 1925, from the Governor to Adjutant General Milton A. Reckord, cover the authority of the Board to act for the Armory Commission on matters relating to armories at Cumberland, Hagerstown and Centerville:

January 10, 1925.

General Milton A. Reckord,
410 Maryland Trust Building,
Baltimore, Maryland.

Dear General Reckord:

Confirming the understanding which the Board of Public Works reached with you at our meeting on January 7th, last, I beg to advise you that you are authorized to act for the commission consisting of the Board and yourself, relative to the erection of the armories at Cumberland and Hagerstown, along the lines agreed upon, namely, - that the Cumberland armory will be financed locally, and reimbursement made from the proceeds of the bonds to be sold in August 1926, and the Hagerstown armory to be financed from the proceeds already on hand.

Very truly yours,

GOVERNOR.

March 13, 1925.

General Milton A. Reckord,
Adjutant General of Maryland,
Baltimore, Maryland.

Dear General Reckord:

I beg to advise you that the Board of Public Works has authorized you to act for the Armory Commission relative to the purchase of a lot of ground and the erection of an Armory thereon at Centreville, Md.

Very truly yours,

GOVERNOR.

The Secretary was directed to advise the Baltimore City Solicitor's Office that bills for taxes against the North Avenue lot would be taken care of when settlement for the property is made.

Payment of bill of E. F. Hogan, \$79.50, for repairs to the Northwestern Hay Scales was ordered paid from the Contingent Fund.

The Comptroller reported having effected through the offices of the Attorney-General the releases of Mortgages on the Montrose School for Girls and the Maryland Training School for Boys in the amounts of \$30,000 and \$15,000 respectively.

A communication from Harry M. Murdoch to the Governor related to the condition of the scales at Northwestern

Hay Scales and Northern Hay Scales, and recommended new scales at both places. The Board took no action because of lack of funds.

There being no further business, the meeting adjourned.


Secretary.